

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

**BUFFALO DIVISION**

-----	X	
Danielle Ward, on behalf of herself and all	:	
others similarly situated,	:	CASE NO. 1:23-cv-00069
	:	
Plaintiff,	:	
	:	
v.	:	<b>CLASS ACTION COMPLAINT</b>
	:	
Bespolitan Inc. and Elegant Comfort Inc.,	:	<b><u>JURY TRIAL DEMANDED</u></b>
	:	
Defendants.	:	
	:	
-----	X	

Plaintiff Danielle Ward (“Plaintiff”), on behalf of herself and all others similarly situated, by and through her attorneys, brings this Class Action Complaint against Bespolitan Inc. and Elegant Comfort Inc. (“Defendants”), based upon personal knowledge as to themselves, and upon information, investigation and belief of her counsel.

**INTRODUCTION**

1. This class action seeks to challenge Defendants’ false and deceptive practices in the marketing, advertising and sale of its Elegant Comfort “1500 Thread Count” Bed Sheet and Pillow Sets on e-commerce websites (the “Product(s)”<sup>1</sup>).

2. Specifically, Defendants have marketed the Products as having a “1500 Thread Count” when that is egregiously false and deceptive.

---

<sup>1</sup> The “Products” are further defined in Paragraph 13.

3. Indeed, ASTM-compliant thread count testing has revealed that the *Products have a thread count of approximately 180.*

4. As such, the marketing, advertising and sale of the Products is false and misleading.

5. Plaintiff and other consumers purchased the Products and paid a premium price based upon their reliance on Defendants' advertising the Products as having a "1500 Thread Count." Had Plaintiff and other consumers been aware that the Products have a much lower thread count, they would not have purchased the Products or would have paid significantly less for them. Accordingly, Plaintiff and Class members have been injured by Defendants' deceptive business practices.

### **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because this is a class action filed under Rule 23 of the Federal Rules of Civil Procedure, there are thousands of proposed Class members, the aggregate amount in controversy exceeds \$5,000,000 exclusive of interest and costs, and Defendants are citizens of a state different from at least some members of the proposed Classes, including Plaintiff.

7. This Court has personal jurisdiction over Defendants because Defendants have sufficient minimum contacts in New York, or otherwise intentionally avail themselves of the markets within New York, through their sale of the Products and other products in New York to New York consumers.

8. Venue is proper in this judicial District and the Buffalo Division pursuant to 28 U.S.C. § 1391(b)(2) because Plaintiff resides in Erie County and a substantial part of the events

or omissions giving rise to the claims occurred here, including her purchase and use of one the Products, and her awareness the representations were misleading.

**PLAINTIFF**

9. Plaintiff is a citizen of New York and currently resides in West Seneca, New York. Between July and August of 2020, Plaintiff Ward purchased a bed sheet Product from Amazon.com. When purchasing the Product, Plaintiff relied on advertising of the Product as “1500 Thread Count” in the Product name and believed the Product therefore had a thread count of 1500. Had Plaintiff known that the Product did not have a thread count of 1500, she would not have purchased the sheets or would have paid significantly less for them. As such, Plaintiff has been injured as a direct result of Defendants’ conduct.

**DEFENDANTS**

10. Defendant Besspolitan Inc. is a New Jersey corporation with its principal place of business in New Jersey. Defendant Besspolitan Inc., through its agents, is responsible for the manufacturing, marketing, advertising, packaging, distribution and sale of the Products in the U.S., including in this District.

11. Defendant Elegant Comfort Inc. is a New Jersey corporation with its principal place of business in New Jersey. Defendant Elegant Comfort Inc., through its agents, is responsible for the manufacturing, marketing, advertising, packaging, distribution and sale of the Products in the U.S., including in this District.

**FACTUAL ALLEGATIONS**

12. Elegant Comfort is one of the leading e-commerce bedding sheet brands.

13. The Products at issue are all Elegant Comfort brand bed sheet and pillow sets sold on e-commerce platforms with a “1500 Thread Count” representation in the product name,

including, but not limited, to the: (1) Elegant Comfort Luxury Soft 1500 Thread Count Egyptian 4-Piece Premium Hotel Quality Wrinkle Resistant Coziest Bedding Set<sup>2</sup>; (2) Elegant Comfort Luxurious 1500 Thread Count Egyptian Quality Three Line Embroidered Softest Premium Hotel Quality 4-Piece Bed Sheet Set<sup>3</sup>; (3) Elegant Comfort Luxury Soft Bed Sheets Quatrefoil Pattern 1500 Thread Count Percale Egyptian Quality Softness Wrinkle and Fade Resistant (6-Piece) Bedding Set<sup>4</sup>; and (4) Elegant Comfort Luxury Ultra-Soft 2-Piece Pillowcase Set 1500 Thread Count Egyptian Quality Microfiber Double Brushed-Wrinkle Resistant.<sup>5</sup>

14. Unfortunately for consumers, Defendants resort to false and misleading advertising to boost sales of the Products and gain a competitive edge in the market, all at the expense of unsuspecting consumers.

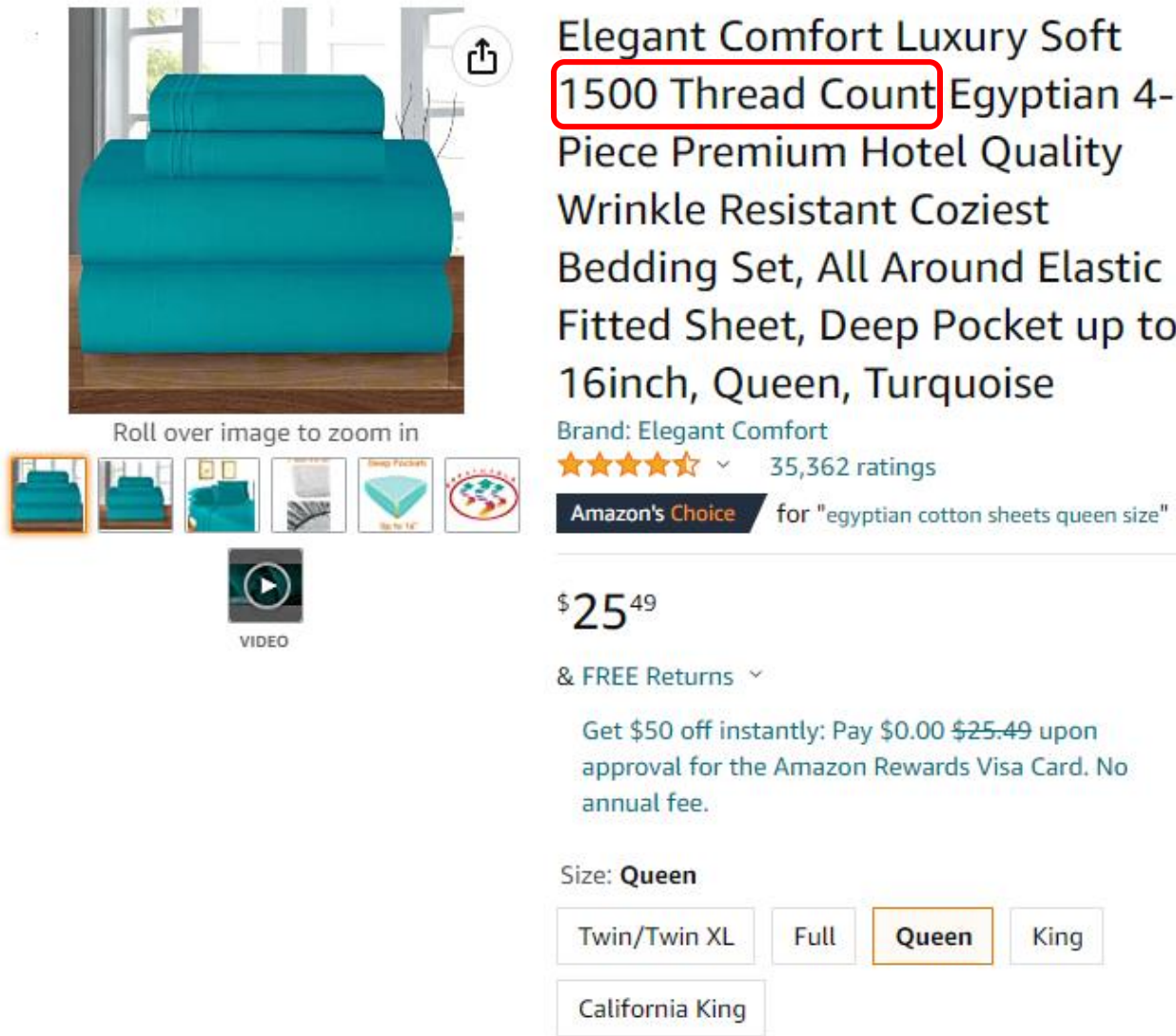
<sup>2</sup> [https://www.amazon.com/Elegant-Comfort-Egyptian-Resistant-Turquoise/dp/B07M91SSCZ/ref=sr\\_1\\_1?crd=2TOPZ2R7HACJG&keywords=elegant+comfort&qid=1673895500&spreffix=elegant+comfor%2Caps%2C147&sr=8-1](https://www.amazon.com/Elegant-Comfort-Egyptian-Resistant-Turquoise/dp/B07M91SSCZ/ref=sr_1_1?crd=2TOPZ2R7HACJG&keywords=elegant+comfort&qid=1673895500&spreffix=elegant+comfor%2Caps%2C147&sr=8-1)

<sup>3</sup> [https://www.amazon.com/Elegant-Comfort-Luxurious-Embroidered-Resistant/dp/B07KPB9MM3/ref=sr\\_1\\_2?crd=2TOPZ2R7HACJG&keywords=elegant+comfort&qid=1673895500&spreffix=elegant+comfor%2Caps%2C147&sr=8-2](https://www.amazon.com/Elegant-Comfort-Luxurious-Embroidered-Resistant/dp/B07KPB9MM3/ref=sr_1_2?crd=2TOPZ2R7HACJG&keywords=elegant+comfort&qid=1673895500&spreffix=elegant+comfor%2Caps%2C147&sr=8-2)

<sup>4</sup> [https://www.amazon.com/Elegant-Comfort-Quatrefoil-Egyptian-Resistant/dp/B0874DKL7V/ref=sxin\\_15\\_pa\\_sp\\_search\\_thematic\\_sspa?content-id=amzn1.sym.14a246c3-7a62-40bf-bdd0-5ac67c2a1913%3Aamzn1.sym.14a246c3-7a62-40bf-bdd0-5ac67c2a1913&crd=2TOPZ2R7HACJG&cv\\_ct\\_cx=elegant+comfort&keywords=elegant+comfort&pd\\_rd\\_i=B0874DKL7V&pd\\_rd\\_r=879f0765-af61-41b5-8ec7-60968f195177&pd\\_rd\\_w=mHyIk&pd\\_rd\\_wg=PrWwX&pf\\_rd\\_p=14a246c3-7a62-40bf-bdd0-5ac67c2a1913&pf\\_rd\\_r=E7NZM3XQVVZ8PQJP84E9&qid=1673895500&spreffix=elegant+comfor%2Caps%2C147&sr=1-3-a73d1c8c-2fd2-4f19-aa41-2df022bcb241-spons&psc=1&spLa=ZW5jcmlwdGVkUXVhbGlmaWVyPUE2TkIHM1g1UVg0VkYmZW5jcmlwdGVkSWQ9QTA0ODQyNzUzNVlUTlJJMVpOWjZGJmVuY3J5cHRlZEFkSWQ9QTAYMzA3Mjc3VjZKRzFVT0dRRFN CJndpZGldE5hbWU9c3Bfc2VhemNoX3RoZW1hdGljJmFjdGlvbj1jbGlja1JJZGlyZWNoJmRvTm90TG9nQ2xpY2s9dHJ1ZQ==](https://www.amazon.com/Elegant-Comfort-Quatrefoil-Egyptian-Resistant/dp/B0874DKL7V/ref=sxin_15_pa_sp_search_thematic_sspa?content-id=amzn1.sym.14a246c3-7a62-40bf-bdd0-5ac67c2a1913%3Aamzn1.sym.14a246c3-7a62-40bf-bdd0-5ac67c2a1913&crd=2TOPZ2R7HACJG&cv_ct_cx=elegant+comfort&keywords=elegant+comfort&pd_rd_i=B0874DKL7V&pd_rd_r=879f0765-af61-41b5-8ec7-60968f195177&pd_rd_w=mHyIk&pd_rd_wg=PrWwX&pf_rd_p=14a246c3-7a62-40bf-bdd0-5ac67c2a1913&pf_rd_r=E7NZM3XQVVZ8PQJP84E9&qid=1673895500&spreffix=elegant+comfor%2Caps%2C147&sr=1-3-a73d1c8c-2fd2-4f19-aa41-2df022bcb241-spons&psc=1&spLa=ZW5jcmlwdGVkUXVhbGlmaWVyPUE2TkIHM1g1UVg0VkYmZW5jcmlwdGVkSWQ9QTA0ODQyNzUzNVlUTlJJMVpOWjZGJmVuY3J5cHRlZEFkSWQ9QTAYMzA3Mjc3VjZKRzFVT0dRRFN CJndpZGldE5hbWU9c3Bfc2VhemNoX3RoZW1hdGljJmFjdGlvbj1jbGlja1JJZGlyZWNoJmRvTm90TG9nQ2xpY2s9dHJ1ZQ==)

<sup>5</sup> [https://www.amazon.com/Elegant-Comfort-Ultra-Soft-Brushed-100-Hypoallergenic-Wrinkle/dp/B07KQ2GB57/ref=sr\\_1\\_5?crd=2TOPZ2R7HACJG&keywords=elegant+comfort&qid=1673895500&spreffix=elegant+comfor%2Caps%2C147&sr=8-5](https://www.amazon.com/Elegant-Comfort-Ultra-Soft-Brushed-100-Hypoallergenic-Wrinkle/dp/B07KQ2GB57/ref=sr_1_5?crd=2TOPZ2R7HACJG&keywords=elegant+comfort&qid=1673895500&spreffix=elegant+comfor%2Caps%2C147&sr=8-5)

15. Specifically, Defendants prominently advertise the Products as having a thread count of 1500, when they do not. For example, the product titles on Amazon.com unequivocally represent that the Products have a “1500 Thread Count.” *See below examples.*



The screenshot shows an Amazon product listing for a turquoise-colored bedding set. The main image shows a neatly folded stack of the bedding on a wooden surface. To the right of the image, the product title is displayed in a large, bold font: "Elegant Comfort Luxury Soft 1500 Thread Count Egyptian 4-Piece Premium Hotel Quality Wrinkle Resistant Coziest Bedding Set, All Around Elastic Fitted Sheet, Deep Pocket up to 16inch, Queen, Turquoise". The phrase "1500 Thread Count" is highlighted with a red rectangular box. Below the title, the brand name "Elegant Comfort" is shown, followed by a star rating of 4.5 stars and "35,362 ratings". A black banner with white text reads "Amazon's Choice for 'egyptian cotton sheets queen size'". The price is listed as "\$25<sup>49</sup>". Below the price, it says "& FREE Returns". A promotional message states: "Get \$50 off instantly: Pay \$0.00 \$25.49 upon approval for the Amazon Rewards Visa Card. No annual fee." Under the "Size:" label, there are five buttons: "Twin/Twin XL", "Full", "Queen" (which is highlighted with an orange border), "King", and "California King". To the left of the main image, there are several smaller thumbnail images showing different views of the bedding set, including a close-up of the elastic edge and a diagram of the deep pocket. A "VIDEO" icon is also present below the thumbnails.

Roll over image to zoom in

Brand: Elegant Comfort

★★★★★ 35,362 ratings

Amazon's Choice for "egyptian cotton sheets queen size"

\$25<sup>49</sup>

& FREE Returns

Get \$50 off instantly: Pay \$0.00 \$25.49 upon approval for the Amazon Rewards Visa Card. No annual fee.

Size: Queen

Twin/Twin XL Full Queen King California King



Roll over image to zoom in



Elegant Comfort Luxurious  
**1500 Thread Count** Egyptian  
Quality Three Line  
Embroidered Softest  
Premium Hotel Quality 4-  
Piece Bed Sheet Set, Wrinkle  
and Fade Resistant, Queen,  
Hot Pink

Visit the [Elegant Comfort Store](#)

★★★★★ 62,916 ratings

**Amazon's Choice** for "hot pink sheets"

\$23<sup>99</sup>

Get **Fast, Free Shipping** with Amazon Prime  
**FREE Returns**


Get \$100 off instantly: Pay \$0.00 upon  
approval for the Amazon Store Card.

Size: **Queen**

- Twin/Twin XL Full **Queen** King
- California King

Color: **Hot Pink**





Elegant Comfort Luxury Soft Bed Sheets  
Quatrefoil Pattern **1500 Thread Count** Percale  
Egyptian Quality Softness Wrinkle and Fade  
Resistant (6-Piece) Bedding Set, King, Duke  
Blue

[Visit the Elegant Comfort Store](#)  
★★★★★ 8,214 ratings


**Deal**  
-12% **\$19<sup>44</sup>**  
List Price: ~~\$21.99~~

**FREE Returns**

Pay ~~\$19.44~~ \$0.00 after using available Amazon Rewards Visa Card Points.

Size: **King**

Color: **Quatrefoil Duke Blue**



16. The remainder of the Amazon pages, including the product information columns, reinforce this message:



Elegant Comfort Luxury Soft **1500 Thread Count** Egyptian Quality 3-Piece  
Sheet Wrinkle and Fade Resistant Bedding Set

Add some luxe to your life. Sheets that feel almost hedonistic, this sumptuous set is going to bring your dreams to a whole new level. Slip between the covers and let yourself wallow in the decadence that this bedding offers. Add in delightfully soft, ultra-plush pillowcases, and you'll truly feel pampered. This set is crafted from incredible, wrinkle-free 100 GSM microfiber and features elegant embroidered stripe detailing. It's available in a variety of beautiful colors, and no matter which one you choose, when morning comes and the alarm clock goes off, you just might be tempted to crawl farther beneath these covers and try to pick up where your dreams left off.

**Product information**

Size	Queen
Material	Microfiber
Color	Hot Pink
Pattern	Sheet Set
Brand	Elegant Comfort
Number of Pieces	4
Special Feature	Skin Friendly, Fade Resistant, Deep Pocket, Wrinkle Resistant, Breathable
Style	Modern
Included Components	(2) Pillowcases, Fitted Sheet, Flat Sheet
Closure Type	Pull On
Thread Count	1500
Age Range (Description)	Adult
Product Care Instructions	Machine Wash, Tumble Dry, Iron if Needed
Theme	Embroidered
Cartoon Character	Sheet Set
Seasons	All-Season, Winter, Summer, Spring
Item Dimensions LxWxH	8 x 2 x 8 inches
Pillowcase Quantity	2
Unit Count	1.0 Count
Product Dimensions	8 x 2 x 8 inches
Item Weight	2.84 pounds
Manufacturer	Elegant Comfort

17. Unbeknownst to consumers, the Products do not contain a thread count of 1500. Indeed, ASTM-compliant thread count testing has revealed that the sheets contained in the



Elegant Comfort Luxury Soft 1500 Thread Count Egyptian 4-Piece Premium Hotel Quality Wrinkle Resistant Coziest Bedding Set, which contain the same microfiber fabric as the sheets in the other Products, have a thread count of *approximately 180*.

18. As such, the advertising of the Products as having a “1500 Thread Count” is false and deceptive.

19. Plaintiff and other consumers purchased the Products, relying on the advertising of the Products as “1500 Thread Count,” and reasonably believing that the Products have a thread count of 1500.

20. Plaintiff is not the only consumer to have been misled. Indeed, numerous consumers have taken to the Products’ Amazon.com pages to express how they were misled by the represented thread count. Below is a select sample of some complaints.

★☆☆☆☆ **No way 1500 thread count!!**

By Enorr on December 25, 2012

I put these on my wish list and got them! I put them on my bed after washing them and they are NO WAY even close to 1500 thread count!!! They are worse than the Walmart 300 thread count sheets I purchased in the meantime of getting better ones. I would never tell anyone to buy these or this brand. I believe this is a counterfeit product and/or false advertising! I am not happy with them in any way. Also, the detail stitching that is shown is only on the pillowcase edge not the flat sheet like all others. Cheap stitching on fitted too. [see less](#)

★☆☆☆☆ **Not 1500 thread count cotton - very thin**

By Customer on March 21, 2020

They are not 1500 thread count cotton. It's soft, But very thin, I can see my mattress - I bought this because I wanted thick sheets - so disappointed by this misleading and pointless buy! [see less](#)

★☆☆☆☆ **these sheets are incredibly misleading! you see 1500 count ...**

By rober on December 4, 2014

these sheets are incredibly misleading! you see 1500 count and think they are cotton--never assume anything! there is no where on the packaging that says they are polyester. I washed them and they are very very thin. [see less](#)

★☆☆☆☆ **Too thin to be 1500 thread count**

By Eeves on July 30, 2020

...No way are they 1500 thread count. They don't even feel as thick as 200 thread count [see more](#)

★☆☆☆☆ NOT 1500 thread count

By guest on October 8, 2021

No way this is 1500 thread count. It's see through!!!!!!

★☆☆☆☆ I would give a ZERO if I could. NOT 1500 thread count Egyptian cotton. It's Microfiber.

By Vivi on August 31, 2020

I would give a ZERO if I could. NOT 1500 thread count Egyptian cotton. It's Microfiber. [see less](#)

★☆☆☆☆ Not 1500 thread count

By Patrick Lupien on September 28, 2022

I bought these for our new daybed. Figured something really nice for a decent price would be the way to go. These sheets are NOT 1500 thread count! More like 250 at best. Can see right through them. Not gonna bother to send them back. Just use them for back ups. Very disappointed. Seller is misleading. [see less](#)

★☆☆☆☆ Definitely not 1500 thread count.

By D. White on August 2, 2022

These sheets are thin definitely not 1500 thread count. Thread was coming out of pillow case.

★☆☆☆☆ -1500 Count thread

By NIKKI H on January 13, 2023

Not sure what thread they used on these sheets but they sure are not close to being 1500 or 1800 count thread.

★☆☆☆☆ It's not a 1500 thread

By BJ Fox on August 27, 2020

I gave it a 2 rating because it was not 1500 Egyptian Thread Count; at the most it was 500. How do I know; I buy enough to know the difference. It was a gift of which was delivered and put on the bed and since I didn't open prior I could not return and had to use what I had. [see less](#)

★☆☆☆☆ 1500 Threadcount? No Way!

By TPosh on August 12, 2020

I purchased this sheet set for my young granddaughter's bed. I am disappointed in how flimsy these sheets are. There is no way they are 1500 thread count. Hopefully they will last a year. [see less](#)

★☆☆☆☆ Are they really 1500??

By Dawn on February 8, 2022

These do not feel like 1500 thread count. More like 500-700? Maybe?? No wonder they were so... affordable.

★☆☆☆☆ Cheap product. Deceptive advertising. Not 1500 thread count as stated in listing title

By W. Wilkins on December 7, 2021

Poorest made sheets I've ever owned and they're already in the trash. They advertise as 1500 thread count Egyptian cotton which is completely false. Poor threading throughout the microfiber-like cheap material. [see less](#)

★☆☆☆☆ Very thin. I don't think they are truly 1500 tread count

By Missy on July 14, 2019

The sheets did not feel like they were 1500 thread count. They are very thin and cheaply made. I also thought they would fit the whole mattress. They keep sliding off and looks tacky. Not really happy [see less](#)

★★★★★ **Very thin ( doubts they are 1500 thread count and far from wrinkle free!!!**

By Patrick L. Carr-Copley on December 18, 2020

For 1500 tread count they are very very thin! Am not pleased with how thin they are! They are not heavy like they should be and are very far from wrinkle free!!! [see less](#)

★★★★★ **Not cotton. Not 1500 thread count. Disappointed in you Amazon**

By JRTX on January 27, 2020

The sheets are micro-fiber. Not 1500 thread count cotton. Yes I know the difference. Amazon should remove this for false advertising. Sending them back today. [see less](#)

★★★★★ **Thread Count at MAX is 200, NOT 1500 or even 1800 as advertised.**

By ParanormalGuy on January 22, 2021

These sheets are advertised at 1500 thread count. I bought 2 sets, 1 set said 1500 and the other set said 1800 when I got them. This just goes to show you their packaging cant keep up with their fraudulent selling practices. [see less](#)

★★★★★ **Not Egyptian cotton and not 1500 thread count**

By Camille Velarde on June 2, 2021

good price, however NOT 1500 thread count Egyptian cotton!!!! Feel more cheap sateen. I mean at least it's not polyester. Color is as indicated.

★★★★★ **Not 1500 thread count**

By Terry c on May 11, 2020

They are not 1500 thread count!! They are more like 100 thread count. Too thin and they wrinkle very easy. I wish people were honest instead of it being about money!! It's sad at a time like this. They would lie and use people to steal from hard working people who can't work right now. Instead of helping your hurting!! Stop lying please!! [see less](#)

★★★★★ **Not 1500 thread count and not cotton**

By Maria on November 19, 2020

Not 1500 thread count at all, and not 100% cotton. Synthetic material for sure. These will not work in summer. False advertisement

★★★★★ **Not 1500 thread count**

By Sharmii on October 15, 2020

I only rated this with two stars because these sheets are NOT 1500 thread count!!! The package says "Feels as good as 1500 thread count sheets." FALSE ADVERTISEMENT at its finest. 😡 [see less](#)

★★★★★ **NOT 1500 THREAD COUNT**

By MP on December 28, 2021

There is no way these are 1500 thread count. I can see through them when I hold it up to the light and these are very thin.

★★★★★ **they are not 1500 thread count**

By Steven Hennessy on April 20, 2019

I can see right through these sheets. they are not 1500 thread count. get it together or im done with amazon

21. The perception that the Products have a thread count of 1500 is material to consumers' purchasing decisions. Indeed, consumers pay a premium for sheets based on purportedly higher thread counts and the belief that a higher thread count means higher quality.

See e.g., <https://www.mattressadvisor.com/thread-count-really-matter-sheets/> (“higher thread counts mean higher prices, which consumers happily pay believing they are buying top quality sheets with thread counts of 750, 800, 1000, or even higher.”)

22. As the entities responsible for the development, manufacturing, advertising, distribution and sale of the Products, Defendants knew or should have known that the Products are falsely and deceptively advertised. Moreover, Defendants knew or should have known that Plaintiff and other consumers, in purchasing the Products, would rely on Defendants’ advertising of the Products as having a “1500 Thread Count” and be deceived. This is evidenced in part by the numerous customer complaints about the advertising on Amazon.com. Moreover, as one of the industry leaders in bed sheets, Defendants knew or reasonably should have known that their advertising is likely to deceive consumers in light of prior thread count litigation in the bed sheet industry. See, e.g., *Rushing v. Williams-Sonoma, Inc.*, No. 16-CV-01421-WHO, 2016 WL 4269787, at \*7 (N.D. Cal. Aug. 15, 2016) (holding that plaintiff has adequately pleaded that reasonable consumers would be misled by defendants’ failure to disclose an accurate thread count); *Hawes v. Macy’s Stores W., Inc.*, No. 1:17-CV-754, 2022 WL 194407, at \*20 (S.D. Ohio Jan. 22, 2022) (granting class certification in class action alleging inflated thread count claims).

23. As outlined above, consumers are willing to pay more for the Products based on the belief that they have a thread count of 1500. Plaintiff and other consumers would have paid significantly less for the Products, or would not have purchased them at all, had they known that the truth about it. Thus, through the use of misleading representations, Defendants command a price that Plaintiff and the Classes would not have paid had they been fully informed.

24. Therefore, Plaintiff and other consumers purchasing the Products have suffered injury in fact and lost money as a result of Defendants' false and deceptive practices, as described herein.

### **CLASS ACTION ALLEGATIONS**

25. Plaintiff brings this class action pursuant to Fed. R. Civ. P 23 and all other applicable laws and rules, individually, and on behalf of all members of the following Classes:

#### **Nationwide Class**

All residents of the U.S. who purchased the Products within the applicable statute of limitation ("Nationwide Class").

#### **New York Class**

All residents of New York who purchased the Products within the applicable statute of limitation ("New York Class") (together with the Nationwide Class, the California Class, and the California Consumer Subclass, the "Classes").

26. Excluded from the Classes are the following individuals and/or entities: Defendants and its parents, subsidiaries, affiliates, officers and directors, current or former employees, and any entity in which Defendants have a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

27. Plaintiff reserves the right to modify or amend the definition of the proposed Classes and/or add subclasses before the Court determines whether class certification is appropriate.

28. **Numerosity:** Members of each Class are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. The precise number of

Class members is unknown to Plaintiff but is likely to be ascertained by the Defendants' records. At a minimum, there likely are at least thousands of Class members.

29. **Commonality**: There are questions of law and fact common to the proposed class(es). Common questions of law and fact include, without limitations:

- a. whether Defendants' course of conduct alleged herein violates the statutes and other laws that are pled in this Complaint;
- b. whether reasonable consumers would rely upon the "1500 Thread Count" representation and reasonably believe the Products are comprised of that thread count;
- c. whether Defendants knew or reasonably should have known that the "1500 Thread Count" name was false or misleading;
- d. whether Defendants were unjustly enriched by retaining monies from the sale of the Products;
- e. whether certification of each Class is appropriate under Rule 23;
- f. whether Plaintiff and the members of each Class are entitled to declaratory, equitable, and/or other relief, and the scope of such relief; and
- g. the amount and nature of the relief to be awarded to the Plaintiff and the Classes.

30. **Typicality**: Plaintiff's claims are typical of the other Class members because Plaintiff, as well as Class members, purchased the Products. Plaintiff and members of the Classes relied on the "1500 Thread Count" representation about the Products prior to purchasing them. Plaintiff and the members of each Class paid for Defendants' Products and



would not have purchased them (or would have paid substantially less for them) had they known that the “1500 Thread Count” representation was false and deceptive.

31. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the proposed Classes as her interests do not conflict with the interests of the members of the proposed Classes she seeks to represent, and she has retained counsel competent and experienced in class action litigation. Thus, the interests of the members of the Classes will be fairly and adequately protected by Plaintiff and her counsel.

32. **Predominance:** Pursuant to Rule 23(b)(3), the common issues of law and fact identified in this Complaint predominate over any other questions affecting only individual members of the Classes. Class issues fully predominate over any individual issue because no inquiry into individual conduct is necessary; all that is required is a narrow focus on Defendants’ misconduct detailed at length in this Complaint.

33. **Superiority:** A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation of thousands of individual claims in separate lawsuits, every one of which would present the issues presented in the Complaint/lawsuit. Further, because of the damages suffered by any individual Class member may be relatively modest in relation to the cost of litigation, the expense and burden of individual litigation make it difficult, if not impossible. Furthermore, many of the Class members may be unaware that claims exist against the Defendants.

**FIRST CLAIM FOR RELIEF**  
**Violation of New York's General Business Law § 349**  
***(For the New York Class)***

34. Plaintiff repeats the allegations contained in paragraphs 1-33 above as if fully set forth herein.

35. Plaintiff brings this claim individually and on behalf of the members of the proposed New York Class against Defendants.

36. New York General Business Law (“GBL”) § 349 prohibits “[d]eceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state.”

37. The conduct of Defendants alleged herein constitutes “unlawful” deceptive acts and practices in violation of GBL § 349, and as such, Plaintiff and the New York Class members seek monetary damages.

38. Defendants misleadingly, inaccurately, and deceptively advertised and marketed its Products as “1500 Thread Count” to consumers.

39. Defendants’ improper consumer-oriented conduct—including naming and advertising the Products as “1500 Thread Count”— is misleading in a material way in that it, *inter alia*, induced Plaintiff and the New York Class members to purchase and pay a premium for the Products when they otherwise would not have paid the same price had they known the truth. Defendants made these untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

40. Plaintiff and the New York Class members have been injured inasmuch as they paid a premium for the Products that were substantially inferior to the stated “1500 Thread

Count,” contrary to the representation made about it. Accordingly, Plaintiff and the New York Class members received less than what they bargained and/or paid for.

41. Defendants’ deceptive and misleading practices constitute a deceptive act and practice in the conduct of business in violation of New York General Business Law §349(a) and Plaintiff and the New York Class members have been damaged thereby.

42. As a result of Defendants’ “unlawful” deceptive acts and practices, Plaintiff and the New York Class are entitled to monetary, compensatory, statutory, treble and punitive damages, restitution and disgorgement of all moneys obtained by means of Defendants’ unlawful conduct, interest, and attorneys’ fees and costs.

**SECOND CLAIM FOR RELIEF**  
**Violation of New York’s General Business Law § 350**  
***(For the New York Class)***

43. Plaintiff repeats the allegations contained in paragraphs 1-33 above as if fully set forth herein.

44. Plaintiff brings this claim individually and on behalf of the members of the proposed New York Class against Defendants.

45. GBL § 350-a(1) provides, in part, as follows:

The term “false advertising” means advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions prescribed in said advertisement, or under such conditions as are customary or usual. ...

46. Defendants' naming and advertising of the Products as "1500 Thread Count" is materially misleading inasmuch as they misrepresent the Products' thread count and thus quality.

47. Plaintiff and the New York Class members have been injured inasmuch as they relied upon the naming and advertising of the Products and paid a premium for a product in that they would not have paid the same price for the Products had they known the truth about it. Accordingly, Plaintiff and the New York Class members received less than what they bargained and/or paid for.

48. Defendants' naming and advertising of the Products induced Plaintiff and the New York Class members to buy Defendants' Products. Thus, Defendants made a material misrepresentation about the Products.

49. Defendants made the misleading "1500 Thread Count" representations willfully, wantonly, and with reckless disregard for the truth.

50. Defendants' material misrepresentations were substantially uniform in content, presentation, and impact upon consumers at large. Moreover, all consumers purchasing the Products were exposed to Defendants' material misrepresentation.

51. As a result of Defendants' "unlawful" deceptive acts and practices, Plaintiff and the New York Class are entitled to monetary, compensatory, statutory, treble and punitive damages, restitution and disgorgement of all moneys obtained by means of Defendants' unlawful conduct, interest, and attorneys' fees and costs.

**THIRD CLAIM FOR RELIEF**  
**Quasi Contract/Unjust Enrichment/Restitution**  
***(for the Nationwide Class; alternatively, for the New York Class)***

52. Plaintiff repeats the allegations contained in paragraphs 1-33 above as if fully set forth herein.

53. Plaintiff brings this claim individually and on behalf of the members of the proposed Nationwide Class against Defendants. Alternatively, Plaintiff brings this claim individually and on behalf of the members of the proposed New York Class against Defendants.

54. As alleged herein, Defendants have intentionally and recklessly made misleading representations to Plaintiff and members of the Classes to induce them to purchase the Products. Plaintiff and members of the Classes have reasonably relied on the misleading representations and have not received all of the benefits promised by Defendants through the Products' representations. Plaintiff and members of the proposed Classes have therefore been induced by Defendants' misleading and deceptive representations about the Products, and paid more money to Defendants for the Products than they otherwise would and/or should have paid.

55. Plaintiff and members of the proposed Classes have conferred a benefit upon Defendants as Defendants have retained monies paid to them by Plaintiff and members of the proposed Classes.

56. The monies received were obtained under circumstances that were at the expense of Plaintiff and members of the proposed Classes—i.e., Plaintiff and members of the proposed Classes did not receive the full value of the benefit conferred upon Defendants. Therefore, it is inequitable and unjust for Defendants to retain the profit, benefit, or compensation conferred upon them.

57. As a direct and proximate result of Defendants' unjust enrichment, Plaintiff and members of the proposed Classes are entitled to restitution, disgorgement, and/or the imposition of a constructive trust upon all profits, benefits, and other compensation obtained by Defendants from its deceptive, misleading, and unlawful conduct as alleged herein.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, individually and on behalf of the proposed Classes, respectfully prays for following relief:

A. Certification of this case as a class action on behalf of the proposed Classes defined above, appointment of Plaintiff as Class representative, and appointment of her counsel as Class Counsel;

B. A declaration that Defendants' actions, as described herein, violate the claims described herein;

D. An award to Plaintiff and the proposed Classes of restitution and/or other equitable relief, including, without limitation, restitutionary disgorgement of all profits and unjust enrichment that Defendants obtained from Plaintiff and the proposed Classes as a result of its unlawful, unfair and fraudulent business practices described herein;

E. An award of all economic, monetary, actual, consequential, and compensatory damages caused by Defendants' conduct;

F. An award of nominal, punitive, and statutory damages;

H. An award to Plaintiff and her counsel of reasonable expenses and attorneys' fees;

I. An award to Plaintiff and her proposed Classes of pre and post-judgment interest, to the extent allowable; and



J. For such further relief that the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of herself and the proposed Classes, hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: January 24, 2023

Respectfully submitted,

/s/ Spencer Sheehan

Sheehan & Associates, P.C.  
60 Cuttermill Rd Ste 412  
Great Neck NY 11021  
(516) 268-7080  
spencer@spencersheehan.com

Custodio & Dubey, LLP  
Robert Abiri  
445 S Figueroa St Ste 2520  
Los Angeles CA 90071  
(213) 593-9095  
abiri@cd-lawyers.com

Treehouse Law, LLP  
Benjamin Heikali (*Pro Hac Vice* Forthcoming)  
10250 Constellation Blvd Ste 100  
Los Angeles CA 90067  
(310) 751-5948  
bheikali@treeouselaw.com

*Attorneys for Plaintiff and the Putative Class*